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**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

In re:

PG&E CORPORATION,

- and -

**PACIFIC GAS AND ELECTRIC COMPANY,
Debtors.**

- ☐ Affects PG&E Corporation
☐ Affects Pacific Gas and Electric Company
☒ Affects both Debtors

** All papers shall be filed in the Lead Case,
No. 19-30088 (DM).*

Case No. 19-30088 (DM)
Chapter 11
(Lead Case)
(Jointly Administered)

**STIPULATION ENLARGING TIME
FOR JACK STAFFORD ET AL. TO
FILE PROOFS OF CLAIM**

[Related to Dkt. Nos. 9680-81, 9719-20]

Resolving Motions Scheduled for
Hearing January 12, 2021 at 10:00 am PT

PG&E Corporation (“**PG&E Corp.**”) and Pacific Gas and Electric Company (the “**Utility**”), as debtors and reorganized debtors (collectively, the “**Debtors**” or the “**Reorganized Debtors**”) in the above-captioned cases (the “**Chapter 11 Cases**”), on the one hand, and Jack Stafford, Bo Nealon, Sienna Nealon, Kenleigh Vierra, Kiernan Vierra, Alexis Honighausen, Elena Honighausen, Roisin Lafferty, Sinead Lafferty, and Michelle Shao (collectively, the “**Movants**”), on the other hand, by and through their respective counsel, hereby submit this stipulation (the “**Stipulation**”) for an order enlarging the time for Movants to file claims in these Chapter 11 Cases as set forth herein. The Reorganized Debtors and Movants are referred to in this Stipulation collectively as the “Parties,” and each as a “Party.” The Parties hereby stipulate and agree as follows:

RECITALS

A. On January 29, 2019 (the “**Petition Date**”), the Debtors commenced these Chapter 11 Cases in the United States Bankruptcy Court for the Northern District of California (the “**Bankruptcy Court**”).

B. By Order dated July 1, 2019 [Docket No. 2806] (the “**Bar Date Order**”), the Bankruptcy Court set October 21, 2019 at 5:00 p.m. (Prevailing Pacific Time) (the “**Original Bar Date**”) as the deadline in these Chapter 11 Cases for filing proofs of claim in respect of any of prepetition claim (as defined in section 101(5) of the Bankruptcy Code) against either of the Debtors, including all claims of Fire Claimants,¹ Wildfire Subrogation Claimants, Governmental Units (as defined in section 101(27) of the Bankruptcy Code), and Customers, and for the avoidance of doubt, including all secured claims and priority claims.

C. By Order dated November 11, 2019, the Bankruptcy Court extended the Bar Date until December 31, 2019 at 5:00 p.m. (Prevailing Pacific Time), solely for the benefit of any non-governmental Fire Claimants who had not filed proofs of claim by the Original Bar Date.

¹ Capitalized terms used but not otherwise herein defined have the meanings ascribed to such terms in the Bar Date Order or the Plan (as defined below), as applicable.

1 D. By Order dated June 20, 2020 [Dkt. No. 8053] the Bankruptcy Court confirmed the
2 *Debtors' and Shareholder Proponents' Joint Chapter 11 Plan of Reorganization Dated June 19,*
3 *2020* (as may be further modified, amended or supplemented from time to time, and together with
4 any exhibits or scheduled thereto, the “**Plan**”). The Effective Date of the Plan occurred on July 1,
5 2020. *See* Dkt. No. 8252.

6 E. On December 2, 2020, certain of the Movants filed the *Motion to Allow/Deem Timely*
7 *Late Filing of Proofs of Claim* [Dkt. No. 9680] (the “**Motion**”), and on December 3, 2020, Movants
8 filed the *Amended Motion to Allow/Deem Timely Late Filing of Proofs of Claim* [Dkt. No. 9719] (the
9 “**Amended Motion**”, and together with the Motion, the “**Motions**”), in which Movants asserted that
10 each of them should be permitted to file a late claim for damages allegedly sustained as a result of
11 the North Bay Fires (the “**Asserted Fire Victim Claims**”). The Motions are set for hearings on
12 January 21, 2021 (the “**Hearings**”). *See* Dkt. Nos. 9681, 9720.

13 F. On November 30, 2020, Jack Stafford filed Proof of Claim No. 106789, Bo Nealon
14 filed Proof of Claim No. 106788, Sienna Nealon filed Proof of Claim No. 106787, Kenleigh Vierra
15 filed Proof of Claim No. 106786, Alexis Honighausen filed Proof of Claim No. 106790, and Elena
16 Honighausen filed Proof of Claim No. 106791; on December 1, 2020, Roisin Lafferty filed Proof of
17 Claim No. 106799, and Sinead Lafferty filed Proof of Claim No. 106800; on December 2, 2020,
18 Kiernan Vierra filed Proof of Claim No. 106818, and; on December 3, 2020, Michelle Shao filed
19 Proof of Claim No. 106820, each on account of their respective Asserted Fire Victim Claims
20 (collectively, the “**Proofs of Claim**”).

21 G. Pursuant to the Plan, all Fire Victim Claims were channeled to the Fire Victim Trust
22 on the Effective Date and are subject to the Channeling Injunction, and any liabilities of the Debtors
23 or the Reorganized Debtors, as applicable, for any Fire Victim Claims have been fully assumed by,
24 and are the sole responsibility of, the Fire Victim Trust, and shall be satisfied solely from the assets
25 of the Fire Victim Trust. *See* Plan §§ 4.7(a), 4.26(c), 6.7(a).

26 H. The Reorganized Debtors have raised with Movants certain informal objections to the
27 relief requested in the Motions.
28

1 I. The Fire Victim Trustee has reviewed the Stipulation and, based on the facts
2 presented in the Motions, has no objection to the agreements set forth herein or to entry of an Order
3 approving the terms of the Stipulation.

4 J. The Parties hereto desire to resolve their issues regarding the Motions.

5 **NOW, THEREFORE, UPON THE FOREGOING RECITALS, WHICH ARE**
6 **INCORPORATED AS THOUGH FULLY SET FORTH HEREIN, IT HEREBY IS**
7 **STIPULATED AND AGREED, BY AND BETWEEN THE PARTIES, THROUGH THE**
8 **UNDERSIGNED, AND THE PARTIES JOINTLY REQUEST THE BANKRUPTCY COURT**
9 **TO ORDER, THAT:**

10 1. The Proofs of Claim shall be deemed timely filed.

11 2. The Proofs of Claim and Asserted Fire Victim Claims shall for all purposes be treated
12 and classified as Fire Victim Claims under the Plan, and shall be fully assumed by, and the sole
13 responsibility of, the Fire Victim Trust and subject to the Channeling Injunction, to be administered,
14 processed, settled, disallowed, resolved, liquidated, satisfied, and/or paid in accordance with the Fire
15 Victim Trust Agreement and the Fire Victim Claims Resolution Procedures. Movants shall have no
16 further recourse against the Debtors or Reorganized Debtors, as applicable, with respect to the
17 Proofs of Claim or the Asserted Fire Victim Claims.

18 3. Nothing herein is intended to, nor shall it be construed to be, a waiver by the Debtors,
19 or the Reorganized Debtors, as applicable, the Fire Victim Trust, or any other party in interest of any
20 right to object to the Asserted Fire Victim Claims or the Proofs of Claim on any grounds other than
21 the untimely filing thereof.

22 4. Nothing herein is intended to, nor shall it be construed to be, a waiver by Movants of
23 their rights to oppose any asserted challenge to the Asserted Fire Victim Claims or the Proofs of
24 Claim.

25 5. Upon entry of an Order approving the Stipulation, each of the Motions shall be
26 deemed withdrawn with prejudice and the Hearings vacated.

27 6. In the event that the terms of this Stipulation are not approved by the Bankruptcy
28 Court, it shall be null and void and have no force or effect and the Parties agree that, in such
circumstances, this Stipulation shall be of no evidentiary value whatsoever in any proceedings.

1 7. This Stipulation shall be binding on the Parties and each of their successors in
2 interest.

3 8. This Stipulation shall constitute the entire agreement and understanding of the Parties
4 relating to the subject matter hereof and supersede all prior agreements and understandings relating
5 to the subject matter hereof.

6 9. This Stipulation may be executed in counterparts, each of which shall be deemed an
7 original but all of which together shall constitute one and the same agreement.

8 10. The Bankruptcy Court shall retain jurisdiction to resolve any disputes or
9 controversies arising from this Stipulation or any Order approving the terms of this Stipulation.

10 Dated: December 8, 2020

 Dated: December 8, 2020

11 WEIL GOTSHAL & MANGES LLP

 ABBEY, WEITZENBERG,
 WARREN & EMERY PC

12 _____
13 /s/ Matthew Goren
14 Matthew Goren, Esq.

 /s/ Brendan M. Kunkle
 Brendan M. Kunkle, Esq.

15 _____
16 Attorneys for Debtors
17 and Reorganized Debtors

 Attorneys for Jack Stafford, Bo Nealon, Sienna
 Nealon, Kenleigh Vierra, Kiernan Vierra,
 Alexis Honighausen, Elena Honighausen,
 Roisin Lafferty, Sinead Lafferty, and Michelle
 Shao